GENERAL

These General Terms and Conditions apply to the Proximus service, excluding the mobile communication device. This service is provided by Proximus public limited company of Belgian Public Law, exercising its activities under the commercial name Proximus, in compliance with the laws and decrees in force governing the provision of the mobile telephony service.

The General Terms and Conditions set out all the rights and obligations of Proximus and its Customers with regard to the provision of the Proximus service.

The Customer is required to accept the contents of the General Terms and Conditions as soon as he receives or makes a call via his Pay&Go SIM card.

Proximus shall inform the Customer, by all appropriate means, if a rate plan is to be scrapped and to notify him of the final date on which he can opt for another rate plan.

Proximus shall inform its Customers, by all appropriate means, of any changes made to these General Terms and Conditions and of any rate increases. Except where Proximus is granted an exemption by the BIPT (the Belgian Institute for Postal Services and Telecommunications), this information shall be provided at least one month before the changes enter into effect.

DEFINITIONS

For the purposes of these General Terms and Conditions, the following definitions shall apply to the terms listed below.

Pay&Go SIM card: a prepaid and preactivated card containing a microprocessor, to be inserted into an authorized terminal and which provides access to the Proximus service in accordance with the restricted terms and conditions of use described in Articles 1.2 and 1.4 hereafter.

Pay&Go reload card: a laminated card or any other medium which contains a 13-digit secret code and which allows the Customer to top up the Pay&Go SIM card with the value marked on the reload card or the medium; the Pay&Go reload card has a validity expiry date beyond which the secret code can no longer be used.

Customer: a natural or legal person, or a de facto association, holding a Pay&Go SIM card.

PROXIMUS: the registered trademark under Proximus public limited company of Belgian Public Law hereafter referred as to Proximus. The Proximus service is contractually independent from the mobile communication device that enables calls to be made and received.

Proximus network: the mobile telephony networks put into service and operated by Proximus.

ARTICLE 1: DUTIES AND OBLIGATIONS OF PROXIMUS

1.1. Proximus service

Proximus only has an obligation as to means, and shall take all the necessary measures to ensure the proper functioning of the Proximus service.

Proximus alone shall determine which technical means are necessary to provide access to this service under the most favorable conditions possible, without having to extend the network or increase capacity.

Mobile telephony is a form of wireless communication and works via the propagation of radio signals. Since these signals can be disturbed by an external source or obstacles in the form of buildings, vegetation or the terrain, perfect transmission cannot be guaranteed everywhere, at all times. The quality of the Proximus service also depends on the quality of the terminal used by the Customer.

Outside Belgium, depending on the country, it is possible for the SIM card to be programmed to select only preferred networks. However, the Customer can manually select the network on which he wants to send and receive his

calls, provided that Proximus has concluded a roaming agreement with that other network.

The Customer has the possibility to opt for seperate roaming services provided by suppliers of alternative roaming services, according to the conditions stipulated on the website [www.proximus.be\roaming]. This option to switch to an alternative provider of raoming services or to switch from an alternative provider of raoming services to another provider is free of charge and can take place at any time.

Proximus cannot grant the customer's request to switch to an alternative provider of roaming services in the following cases:
- if the customer's SIM card is out-of-service;
- if an opt-out has been requested for the customer's SIM card. An opt-out means that the SIM card holder specifically asked Proximus that the card cannot be used for the provision of alternative roaming services.

Proximus can under no circumstances be held liable for the provision of the roaming service offered by the alternative service provider, nor for any possible problem related to the provision of this service.

Every Pay&Go SIM card has an associated PIN code (personal identification number) and PUK code (personal unblocking key). These codes are allocated by Proximus and communicated to the Customer when the Pay&Go SIM card is provided to him. The instructions on how to use them depend on technological developments and are explained in the user manual of the mobile communication device.

The Pay&Go SIM card's programming can be changed at any time by Proximus.

Proximus provides a Customer service available 24/7 so as to be able, insofar as possible, to respond to Customers' needs.

This Customer service handles Customers' questions and complaints relating to any malfunctions of the Proximus service. The Customer can also rely on this service in case of the loss, theft or failure of his Pay&Go SIM card.

The Customer is cognizant of, accepts and gives his consent for calls originating from or made to Proximus customer service to be recorded in order to serve as proof in case of a contested commercial transaction.

Insofar as the mobile communication device permits it, the Customer can instruct that call restrictions be applied to his device, making certain types of call impossible. The activation of this restriction is payable, with the exception of the restriction of calls to national premium-rate numbers, including national premium-rate numbers used for providing adult content and international premium-rate numbers which are not used in compliance with the international E164 telephone numbering plan.

1.2 The card

The Pay&Go SIM card is prepaid and preactivated and can be used by inserting it in an authorized mobile terminal. The Pay&Go SIM card remains Proximus property. The communications rate is indicated in the leaflet and/or on the packaging. Unless otherwise specified on the card, the Pay&Go SIM card makes it possible to send and receive calls and must be topped up within a 12-month period, as from the first incoming or outgoing call (hereafter referred to as the "period of validity"). To increase the credit and thus to top up the Pay&Go SIM card, the Customer has several possibilities.

Proximus reserves the right, at all times, to withdraw certain reload options or to unilaterally modify their terms and conditions.

1.3 The reload

If the Customer tops up his Pay&Go SIM card before the validity expiry date, the unused units at the time of the reload are added to the ones contained on the Pay&Go reload card.

On expiry of the validity period, the Customer loses:

• any unused units;

• his telephone number, definitively;

and the Pay&Go SIM card, which is blocked for any subsequent use. Each time the Customer tops up his Pay&Go SIM card, the period of validity is renewed for 12 months, except with reloads of EUR 5, which extend the validity by one month. The value of the card cannot exceed EUR 250.

Any person performing a reload operation via 1-2-card or 1-2-ticket must be connected to the Proximus network.

If performing a reload transaction for a non-Proximus Customer, the Customer will not receive the additional credit guaranteed by Proximus in connection with the promotional offers reserved for its own Customers who top up. For these Customers, the operator of origin determines the credit which will be received for a reload carried out using this method.

1.4 Telephone number

A telephone number is assigned to the Pay&Go SIM card. The Customer cannot exercise any right on this telephone number. The choice of the number featured on the packaging of the Pay&Go SIM card is made at the time of purchase from an independent commercial agent approved by Proximus. The Customer cannot keep or recover the number in question if he omits to top up the Pay&Go SIM card within the time frame indicated in Article 1.2 or if he does not convert the Pay&Go SIM card into a subscription to the Proximus service within the time frame cited in Article 7. The Customer cannot request that a new telephone number be assigned to him after having converted his Pay&Go SIM card into a subscription to the Proximus service, in accordance with Article 7. The Customer's telephone number is included in Proximus files and is processed for telecommunication purposes and within the framework of the commercial relationship with the Customer.

1.5 Changes to and suspension of services

Proximus may change the technical features of its services if the operational or organizational conditions of the Proximus service require it. Moreover, with regard to the data services, Proximus formally reserves the right to change the access numbers of its network access points, and to change the login procedure.

Barring cases of force majeure or where practical or technical reasons make it impossible, Proximus will inform the Customer at least 12 months before any change is made that entails the replacement of or changes to the mobile communication equipment. The Customer will not be able to claim compensation following such a replacement or change.

If, following special operating requirements, the remaining service must be limited or scrapped, Proximus shall notify all Customers concerned, by any appropriate means.

1.6 Protection of privacy

The Customer's personal data and the call data and telephone numbers are included in the databases of Proximus and processed by the latter or by third parties acting on behalf of and under the control of Proximus, with a view to the performance of the Proximus contract for the following purposes:

- detecting fraud;

- offering location-based services;

- market surveys;

- management and information in connection with the contractual relationship with the Customer;

- conducting promotional and information campaigns relating to products and services offered by Proximus or third parties. Customers who do not wish to be contacted by Proximus for promotional or direct marketing purposes may request at any time that Proximus place them, at no charge, on a list established to that effect.

Unless the Customer formally objects, Proximus is authorized to market the Customer's data referred to in this article.

Proximus will use the personal data of Customers who have cancelled their subscription in order to keep them updated on new Proximus products and services, unless the Customer objects according to the procedure described below.

The party responsible for the processing is Proximus, whose registered office is at 27, Boulevard du Roi Albert II, 1030 Brussels.

The Customer may obtain details of his own personal data from Proximus by submitting a dated and signed request, setting out proof of his identity, to Proximus and may have any incorrect data rectified free of charge.

To provide location-based services, Proximus processes data relating to the Customer's location. This data is kept for four months to be able to help the Customer in case of technical problems. If the location-based service is offered by a third party, the data will in that case be transmitted to said third party.

Proximus may use the location data made anonymous, possibly together with other customer data made anonymous, in order to provide reporting services to third parties.

The Service allows the Customer to access all the emergency services by calling the corresponding emergency service numbers. Proximus will communicate to the authorities concerned any data relating to the identity and location of people calling the emergency services in order to collaborate with the services in question given its obligation to assist anyone in danger.

Proximus will keep the Customer data on file for up to 10 years after the person has ceased to be a Proximus Customer. For certain categories of data, this data storage period does not apply and may be shorter than 10 years in accordance with the laws in force.

1.7 Mobile number portability

The Customer can ask for his number to be ported to another operator. The legal framework in force will establish when this feature will be available for the Customer along with its terms and conditions. A Customer wanting his number to be ported to another operator must contact that operator for this. On the Customer's behalf, the new operator will take the necessary steps with Proximus to have the number ported and to put an end to the contractual relationship between the Customer and Proximus . Only numbers can be transferred. The services from which a Customer benefited while with Proximus cannot be transferred. During the number transfer, the Customer will not be able to receive calls for a certain period of time. Proximus will refuse the transfer:

- if the operator to whom the Customer wishes to port his number does not comply with the legal procedure that applies to number portability;

- in case of suspected or proven fraud by the Customer or a third party. Proximus will take all reasonable steps to ensure that the number is ported successfully. For technical reasons or following the intervention of a third party during the porting, the number porting facility may be unavailable or faults may occur during the porting of the number. Proximus is not liable for any damage resulting from the erroneous porting of one or more numbers, unavailability of the number porting facility, or faults occurring when the number is ported.

1.8 Provision associated with the use of Internet access

4.3. The Customer may, at any time, sign up for and/or subscribe to the services made available to him via an Internet access connection. Customers using the Proximus service to access the Internet hereby also declare that they have knowledge of how the services function, of the Internet and of the rules governing Internet use, which they accept. Access to the products and services offered via an Internet access connection may depend on the technical features of the mobile communication device.

Proximus reserves the right to change or scrap certain interactive services at any time and to offer new ones.

The Customer may only use the Internet access for private purposes. Use for commercial purposes is prohibited. Among other things, the Customer shall not permit third parties to access the services offered via

the Internet access connection unless they pay for it, financially or otherwise.

The Customer shall not make abusive, fraudulent or excessive use of the Internet access, notably by deliberately or involuntarily congesting Proximus 's mail servers and/or the data recipient servers (through spamming, junk e-mails, etc.) or by sending messages generating a large number of replies which can disrupt the availability of the servers or the Proximus network. Proximus reserves the right to block the receipt of e-mails by its servers which are not protected against "open relay", i.e. servers which send e-mails which are not intended for Proximus and, at the same time, which enable massive quantities of unsolicited e-mails to be sent.

Data likely to be protected by intellectual property rights or in breach of the legal provisions in force may be accessible via an Internet connection. Subject to the express approval of Proximus or a third party, the Customer shall not store, copy, download or send any data that is prohibited, illicit, illegal, contrary to public decency or public order, or which infringes or is likely to infringe the rights of third parties, notably intellectual property rights.

When connected to the Internet, the Customer is responsible for taking all appropriate measures to protect his own data and/or software, notably against contamination by any viruses circulating on the Internet or against the intrusion by a third party into the system of his mobile communication device. The Customer also acknowledges that he is fully informed of the Internet's lack of reliability, particularly in terms of lack of security regarding data transmission and non-guarantee of performance as regards data volume and transmission speed. The Customer acknowledges that he is aware of the fact that the integrity, authentication and confidentiality of information, files and data of any kind that he wishes to exchange over the Internet cannot be guaranteed on this network. The Customer therefore assumes full responsibility for any breach of confidentiality of the data transmitted via the Internet access.

As the content, products and services are provided by third parties via the Internet, the Customer should address any claims relating to the performance of said services or the sale of said content and products to the third parties who have marketed them. The Customer can obtain the details of the third parties whose content is accessible by surfing to the Proximus website, www.proximus.be.

Proximus shall not be liable for:

- the content, accuracy and/or integrity of the information and data transmitted using the Internet access;
- damages, damage, errors or omissions, interruptions, faults, theft, loss and destruction of data, which can occur while the Customer or a third party accesses the Internet, except in the case of willful deception or serious misconduct on the part of Proximus ;
- in case of delayed response times, non-accessibility and/or complete or partial failure of the Internet access or the access to the services provided via the Internet;
- in case changes are made to the services offer on the Internet by the publishers, producers or content distributors, or are imposed through legal or regulatory provisions;
- infringements and fraud committed by the Customer, or any third party, through the intermediary of the Internet access.

  Given the secrecy that private correspondence must be entitled to, Proximus does not make any checks on the content or characteristics of the data transmitted or received by the Customer on the Proximus network and/or the Internet.

  However: Proximus reserves the right to process communication data relating to the Internet access in accordance with Article 1.7 above;
- to ensure sound management of the Internet network access system, Proximus reserves the right to delete any messages or prevent any operation performed by the Customer which is likely to disrupt the proper functioning of the Proximus network, the Internet, or which does not respect the usual rules of use. The Customer acknowledges that he is aware of the fact that if Proximus is alerted by a third party or the judicial authorities, by any means whatsoever, of the unlawful nature of content transmitted via the Proximus network, Proximus will pass said content on to the authorities in charge of upholding the law. After receiving a complaint containing sufficient probative elements, Proximus also reserves the right to immediately suspend or interrupt access to the Internet to any Customer who sends or transmits litigious content. In that case, Proximus does not have to give prior notice or pay any compensation.

Given that Proximus does not exercise any control over the content, parents should monitor their underage children's use of the Proximus service when the latter access the Internet.

Proximus reserves the right to temporarily suspend all or part of the access to the Internet in case of force majeure or when carrying out maintenance of the access to or operation of these services, without prior notice or penalty. Where possible, Proximus will inform the Customer of this suspension a reasonable period of time in advance, by any means deemed appropriate, and take the necessary steps to make this service suspension as brief as possible.

The Customer shall compensate Proximus for any damage resulting from his failure to comply with his obligations under this article.

ARTICLE 2: THE CUSTOMER'S OBLIGATIONS

2.1 The Customer shall take all reasonable precautions to keep his PIN and PUK codes secret, and any other code sent to him that enables access to a service provided by Proximus . The Customer is responsible for any malevolent or abusive use resulting from the deliberate, fortuitous or accidental communication of the aforementioned codes and Pay&Go SIM card.

2.2 The Customer has sole liability vis-à-vis Proximus for the use of the Proximus service. He is required to use the Proximus service with due diligence and to respect what is prescribed by the provisions of these General Terms and Conditions.

2.3 The Customer is the sole owner of the Pay&Go reload cards and the mobile terminal. As such, he shall assume all risks concerning the Pay&Go SIM card, the Pay&Go reload cards and the mobile terminal linked to this right of ownership and may not exercise any right in respect of Proximus in case of theft or loss. The Customer shall notify Proximus immediately of the theft or loss of his Pay&Go SIM card.

2.4 The reload must take place before the expiry of the validity period, as mentioned in Article 1.2.

The Customer is solely responsible for the correct execution of the reload of the Pay&Go SIM card and may

not, under any circumstances, request reimbursement for or replacement of a Pay&Go reload card. The Customer must immediately inform Proximus of any anomaly/irregularity noted while topping up.

2.5 Only approved mobile terminals in perfect working order may be connected to the network. The Customer shall respect this provision each time he uses a device connected to the Proximus network.

2.6 The Customer is prohibited from using, for the Proximus service, a device that is connected, by any means, to equipment likely to cause disruptions.

2.7 The Customer shall not make any attempts to copy the technical identification data contained on his Pay&Go SIM card and, in general, shall refrain from making any abusive or fraudulent use of his Pay&Go reload cards. If it is established that a mobile communication device hinders the smooth functioning of the network and/or the functions provided and/or if Proximus suspects that a device breaches a provision of the General Terms and Conditions of the Proximus service, the Customer must, at Proximus request, present all his equipment for inspection. Proximus may suspend the Proximus service to this Customer if it deems this appropriate.

2.8 The Customer must not use with the Proximus service a mobile communication device on which is installed, by any means, any type of equipment which could lead to network disruptions or affect the integrity of the network or its proper functioning.

Unless otherwise agreed by Proximus on an exceptional basis, the Customer must not, in full or in part, directly or indirectly, place the Proximus service at the disposal of third parties, nor transfer it to or permit its use by them to provide telecommunications services under his own name and for his own account.

It is strictly forbidden to use the Proximus service:

a) in such a way that certain functions of the Proximus network or of a network linked to it can no longer be executed correctly (for example, the transmission of the caller's ID (except in case of provisions to the contrary), the transmission of the IMEI number of the sending mobile phone, the interception and recording of communications by virtue of an order from a judiciary or administrative body, or the recording of calling and identification data), and/or in such a way that the Proximus service is used to direct calls which were routed to a place other than the place where the Customer is located for an activity that falls under this article and/or;

b) in such a way as to no longer make it possible to identify or locate the caller following an emergency call, or in such a way as to avoid the interconnection rates charged by Proximus and/or;

c) with a device whose use, according to Proximus , involves prohibited use by virtue of points a) or b) above.

Unless otherwise proven, the provisions set out in this article shall be deemed to have been breached by the Customer if the latter purchases an abnormally large quantity of Pay&Go SIM cards or if his use (incoming and outgoing calls, SMSes, voicemail or type of calls) deviates from the average use of another Proximus Customer in comparable circumstances.

Proximus may provide proof of the above-mentioned prohibited uses, by any means, including data and overviews from its own systems or systems provided by third parties or by the other telecom operators through which the communication took place.

The Customer and Proximus shall consider these data and overviews as valid, unless proof to the contrary is furnished.

In the framework of the Proximus service, the Customer shall comply with the applicable laws and with the intellectual property rights and other third-party rights.

2.9 The resale of Pay&Go cards or Pay&Go reload cards may only be done by an independent commercial agent approved by Proximus .

2.10. All costs borne by Proximus and all payments in general made by Proximus (for example, damages and interest to third parties, repair costs, etc.) as a result of a breach of this article (Article 2) by the Customer shall be borne by the Customer, without prejudice to all other rights or forms of recourse of Proximus .

ARTICLE 3: LIMITATION OF PROXIMUS LIABILITY

3.1. In general, Proximus is only liable for deception or serious misconduct on its part or on the part of one of its employees.

Moreover, the Customer recognizes and accepts that Proximus cannot be held liable for any intangible damage, nor for damage such as loss of income, loss of profits, business interruption, or loss of or damage to data.

Without prejudice to the mandatory legal provisions, in all cases where Proximus may be found liable, such liability shall be limited to €650,000.

3.2. Proximus is not liable in the event that the Proximus service is improperly used, the mobile communication device and/or its accessories malfunction or the SIM card fails to work in a non-approved terminal.

3.3. Proximus is not liable for damage resulting from the content of calls and messages. Nor can it be held liable for third-party services provided via the Proximus service or the billing thereof.

3.4. Proximus is not liable for any damage resulting from the intervention of a third party.

3.5. Proximus is not liable for damage as a result of the Customer activating/deactivating certain services/options, such as the deactivation of the PIN code.

3.6. Proximus declines all liability for any damage whatsoever that might result from the Customer's decision to deactivate the PIN check.

3.7. The Customer is aware of the possible risks inherent to using a mobile communication device, more particularly the dangers that can result from using the mobile communication device while driving a vehicle.

Proximus is not liable for any damage resulting from any accident caused by a Customer using a mobile communication device while driving a vehicle.

The Customer is aware of the potential disruptions that a mobile communication device can cause to certain sensitive equipment such as medical apparatus, airplanes, etc. It is therefore essential that the instructions issued by the people in charge of such equipment be strictly observed. Proximus is not liable for any damage that may result from a failure to comply with such instructions.

3.9 Proximus will not be liable in case a Proximus Customer's SIM card is lost, stolen, used abusively or misused: Consequently, Proximus will not reimburse any credit used up by others and will not bear the consequences relating to the use of the services linked to the card.

3.10 In case an error is made by the Customer during a reload operation (for example, by entering an erroneous mobile number to be topped up), the Customer shall be solely responsible and, consequently, Proximus will not, under any circumstances, be able to reimburse the Customer for this error.

ARTICLE 4: THE CUSTOMER'S LIABILITY

4.1 The Customer is liable vis-à-vis Proximus for any damage, material or otherwise, resulting from his improper use of the Proximus networks and/or services and shall reimburse Proximus for any damage incurred in this regard.

4.2 The Customer is liable for any damage in general caused to Proximus or a third party resulting from the use of the Pay&Go SIM card, by any person and on any device whatsoever, even in case of loss or theft.

4.3 In case of loss or theft of the SIM card, the Customer must notify Proximus as quickly as possible of this loss or theft in order to prevent the credit on the card and the services linked to this card from being used by others. The Customer is solely responsible for his SIM card and cannot, therefore, claim reimbursement from Proximus in case of loss or theft.

ARTICLE 5: WARRANTY

If a Pay&Go SIM card turns out to be faulty the Customer may exchange it for another at an independent commercial agent approved by Proximus. The Customer will receive a new Pay&Go SIM card with the same credit units and expiry date as the faulty card.

The Customer will keep his telephone number. The card will be activated as quickly as possible. These provisions only apply to Pay&Go SIM cards which have a manufacturing or operating defect; they do not under any circumstances apply to Pay&Go reload cards. If a Pay&Go reload card is lost or stolen it will not under any circumstances be replaced.

ARTICLE 6: INFORMATION ON THE CALLING CREDIT AVAILABLE ON THE CARD

By calling a number or dialing a code free of charge using his Pay&Go SIM card, the Customer can consult his remaining credit balance and find

out the final date by which he should top up his Pay&Go SIM card. For reasons of confidentiality, information on the credit available on a card will not be communicated if the Customer does not call using the card in question.

ARTICLE 7: CONVERSION

The Customer may ask that his Pay&Go SIM card be converted into a subscription to the Proximus service at any time, provided the validity period of his Pay&Go SIM card has not expired (see Article 1.2).

The Customer must provide Proximus with a duly signed copy of the Proximus contract within

said period.

This contract and the General Terms and Conditions of the Proximus service can be obtained on request from the Pay&Go Customer service or an independent commercial agent approved by Proximus.

The General Terms and Conditions for the Proximus service apply to the Customer's conversion request.

On conversion, the Customer keeps the telephone number linked to his Pay&Go SIM card and any credit units remaining on that card, provided that the conversion takes place before the expiry date of the period of validity. Depending on the subscription date, the remaining credit will be deducted from the first, second or third Proximus bill.

ARTICLE 8: COMPLAINTS AND LEGAL PROCEEDINGS

8.1 Amicable settlement

To be legally admissible, complaints relating to the Proximus service in general and to the Pay&Go service in particular must be addressed to Proximus within four weeks of the point in time that the problem which forms the basis for the complaint occurred, and must be accompanied by a proof of purchase of the Pay&Go card or reload card. Proximus reserves the right to examine the pertinence of the complaint.

If the Customer is dissatisfied with Proximus response to his complaint, he is entitled to refer the matter free of charge to the Ombudsman's Service designated for this purpose by the competent authorities. The address and telephone number of this service are listed in the information pages of the telephone directory or can be requested from Proximus Customer Service.

8.2 Jurisdiction

The Belgian lower courts shall have sole jurisdiction for any claims relating to the existence, interpretation or performance of this contract for which no amicable solution can be reached.

8.3 Applicable law

The provisions of this contract are governed by Belgian Law.

Specific Terms and Conditions Automatic Reload

These Specific Terms and Conditions apply to the Proximus service if the Customer opts for Pay & Go with automatic reload. These Specific Terms and Conditions shall apply without prejudice to the General Terms and Conditions of Pay&Go. In case of discrepancies with the General Terms and Conditions of Pay&Go, these Specific Terms and Conditions shall take precedence.

ARTICLE 1: PROCEDURE FOR CONNECTING TO THE PROXIMUS SERVICE

1.1 Request by the Customer

The Customer submits his request to subscribe to the Proximus service at a Proximus point-of-sale.

1.2 Customer details

At Proximus request, the Customer is required to produce the following documents and information:

a) if the Customer is a natural person:

• the Customer must provide proof of identity and of a fixed residence or domicile in the European Union, based on official documents issued by a Belgian authority;

b) if the Customer is a legal person or a de facto association:

• a copy of the Articles of Association published in the Appendixes of the Belgian Official Gazette, and any amendments that may have been made thereto;

• all complementary documentation that allows Proximus to check the company's financial situation.

c) if the person is a representative of a natural or legal person or of a de facto association:

• proof of his identity and the power of attorney.

Proximus must be immediately informed in writing of any change to the Customer's name or address, the registered office, or the name or legal form of the legal person. The Customer is solely responsible for the information he provides to Proximus .

1.3 Grounds for rejection

Proximus may reject the subscription request or refuse access to foreign networks or to certain additional services and options,

such as call forwarding, for any of the following reasons:

- the Customer refuses to be subject to the terms and conditions set out in Article 1.2;

- the Customer has failed to honor his obligations under another contract concluded with Proximus ;

- in case of fraud or non-payment on the part of the Customer;

- the Customer provides a false or erroneous identity.

1.4 Advance payment on usage

Proximus reserves the right to demand advance payment or a bank guarantee for consumption, when the subscription request is submitted and during the implementation of the contract, in the following cases:

- in case of proven or suspected fraud or serious doubt regarding the Customer's solvency;
- if Proximus notices that the Customer makes abnormal use of his access to the Proximus network, i.e. in a way that deviates from his normal usage (e.g. an abnormally high number of units used) or which deviates from the usage that another Customer would have made in a similar situation;
- Proximus has doubts concerning the Customer's identity;
- the Customer provides a foreign billing address, fixed residence or domicile;
- in case of a request for activation of the "ProxiWorld" option.

If the advance payment or bank guarantee is not paid within the deadline imposed, Proximus may refuse the subscription request, suspend the Proximus service or terminate the contract without the Customer being entitled to claim any compensation.

1.5 Effective date and contract duration

Unless otherwise agreed, the Contract enters into force as soon as mutual consent is given, but the term of the Contract starts on the date that Proximus activates the SIM card on the Mobile Network.

Unless the contract signed by the Customer or the confirmation letter provides for a fixed-term contract, the contract is concluded for an indefinite term.

The replacement of an open-ended Contract or a fixed-term Contract concluded with a consumer Customer is only possible if the Customer has been notified of this possibility in advance, in writing, and has given his express written consent. If the Customer does not accept the renewal of his fixed-term Contract, it will be automatically converted into an open-ended Contract. The Customer may terminate the Contract in accordance with Article 6.2.

If the Contract is concluded with a professional (non-consumer) Customer, and in the cases permitted by law, at the end of the initial term, the Contract will be automatically renewed for successive periods of the same duration as the initially concluded contract, under the same conditions, except if the Customer terminates his contract at the end of the contractual period in accordance with the terms of Article 6.2.

1.6 Changes to the terms and conditions of the contract or scrapping of a rate plan

Proximus shall inform the Customer, by all appropriate means, if a rate plan is to be scrapped, and to notify him of the final date on which he can opt for another rate plan.

Proximus shall inform its Customers, by all appropriate means, of any changes made to these General Terms and Conditions and of any rate increases. Except where Proximus is granted an exemption by the BIPT (the Belgian Institute for Postal Services and Telecommunications), this information shall be provided at least one month before the changes enter into effect.

If the Customer, following a change to these General Terms and Conditions, which would be unfavorable to him, does not accept the new conditions imposed by the change, he may terminate the Contract by registered letter addressed to Proximus, without penalty, by no later than the last day of the month following the date on which the change entered into effect.

In case of a rate increase, including a price indexation, the Customer has the right to terminate the Contract without penalty, by no later than the last day of the month following the receipt of the first bill issued after the changes entered into effect.

ARTICLE 2: DUTIES AND OBLIGATIONS OF PROXIMUS

2.1 CLIP/CLIR

CLIP: the caller's line identification is displayed on the screen of the mobile telecommunication device.

CLIR: restriction of the caller's line identification.

Where the technical conditions allow it, and provided that the Customer's mobile communication device supports this functionality, the Customer receiving a call will see the caller's telephone number appear on the

screen of his device (CLIP), on condition that the caller has not restricted this feature (CLIR). If the call originates from another network, the caller's number is only displayed if the operators of the other networks concerned authorize the transmission of said number.

The Customer can refuse to have his telephone number displayed (CLIR) when concluding the Proximus contract or any time thereafter by contacting the Proximus customer service (this means that the Customer can change from having his telephone number permanently displayed to having it permanently restricted (CLIR) and vice versa, free of charge, at any time). The CLIR function does not work with SMSes and MMSes.

When a call is forwarded or transferred, the last person called (i.e. the person to whom the call was forwarded) will see the telephone number of the initial caller appear on the screen of his mobile communication device.

The telephone number of a caller calling the 100, 101, 102, 110 and 112 emergency services is automatically displayed to the latter even if the caller has restricted the display of his telephone number.

2.3. Malicious calls

Customers who receive malicious calls can contact the Ombudsman's Service. At the request of the Ombudsman Service, Proximus will provide details of the identity and address of the originator of the malicious calls, if it possesses the required information.

2.4. Guide and Directory Assistance

2.8.1. The purpose of the Guide and Directory Enquiries (1307) are: to find a Customer's phone number on the basis of the name and address which that Customer has communicated, and/or find the Customer's name and address on the basis of that Customer's phone number and/or find the Customer's telephone number, name and address on the basis of that Customer's professional activity (only for self-employed persons and companies).

Listing in the Directory Assistance (1307) database: the surname, first initial, connection address and telephone number, as communicated by your telecom operator, are listed free of charge. For companies and the self-employed, the professional activity can be also included.

2.4.2. The Customer can be listed free of charge in the Guide, under the list of the municipality where the connection has been established. A Customer with several telephone lines within the same municipality is entitled to just one listing in which each of the numbers he has been allocated may be indicated no more than once, irrespective of the type of connection. Pursuant to Article 20, persons living with the holder of a line are entitled to one free listing in their own name, subject to the holder's agreement in writing.

2.4.3. When subscribing to the Contract, the Customer can choose whether or not to be listed in the Guide and Directory Assistance well as in other directories and directory assistance databases. If the Customer does not fill in the fields in the Contract for a listing in the directories and the directory assistance services, it will be assumed that he wants his number to be unlisted. In accordance with the applicable regulations, the name and address of Customers with unlisted numbers are only communicated to the publisher of the Guide for the sole purpose of delivering the telephone directory to these Customers.

2.4.4. The following details are published free of charge in the Guide: last name, first-name initial (or corporate name in the case of the official name), address of the connection, and the telephone number as provided by your telecom operator. If the Customer so chooses, the first name may be given in full. Unless the Customer notifies us otherwise at least six months before the closing date of the Guide that contains his listing, it will be automatically included in the following publications of the Guide.

2.4.5. For an annual fee, the Customer may opt for additional listings, details, additional lines of text or for large font for the name. Unless the Customer notifies us otherwise at least six months before the closing date of the Guide that contains his listing, all these payable entries will be automatically included in the following publications of the Guide. A Customer's number can also be incorporated in the listing of another Customer, regardless of whether the number has already been listed in the Guide.

2.4.6. The Customer is responsible for the accuracy of the data that he communicates to Proximus . To be legally admissible, any complaints must be submitted in writing no later than 60 days following the publication date of the Guide.

2.4.7. In accordance with the legislation in force, Proximus communicates the Customer's telephone number, name and address to all telephone directory publishers and directory assistance services unless the Customer has an unlisted number or has expressed a wish to the contrary.

2.4.8. The Guide is published in accordance with the legislation in force.

2.4.9. All changes to a Customer's identification or connection details shall be introduced as rapidly as possible into the Guide's database and into the Directory Assistance database.

2.4.10. The "Mailbox 1307" service allows the caller to leave a message on the Customer's voicemail via the 1307 service, without the mobile phone number being disclosed to that person. To offer this service, Proximus transmits the personal data and mobile phone number to Proximus Directory Information Services, which provide this service. If the Customer does not wish to receive messages via the "Mailbox 1307" service on his mobile phone, the Customer inform the service on toll-free number 0800 93 742.

2.4.11 Customers who do not wish their telephone number, name and address to be listed in the Guide or in the Directory Assistance (1307) database, may request this free of charge on the website. The Customer's telephone number will automatically become an unlisted number. In accordance with the applicable regulations, the name and address of Customers with unlisted numbers are only communicated to the publisher of the Guide for the sole purpose of delivering the telephone directory to said Customers.

2.4.12 Customers who do not want their name and address details to be found via the reverse search function (on the basis of their phone number) can have this blocked free of charge on the website www.phoneinfo.be. Customers who do not want their phone number, name and address details to be found on the basis of their professional activity can have this blocked free of charge on the website www.phoneinfo.be.

2.4.13. In accordance with the applicable regulations, Proximus must provide the Customer's phone number, name and address details to all telephone directory publishers and directory assistance services, unless the Customer has an unlisted number or unless the Customer notifies Proximus via the www.phoneinfo.be website that he does not want to be included in these databases.
The Customer may pay for Proximus to make the details he wants listed in the Guide available to third parties, unless the Customer has an unlisted number or if he has blocked it on the website www.phoneinfo.be.

ARTICLE 3: BILLING

3.1. Besides the items prescribed by law, the standard bill sent to the Customer will indicate at least:

- the activation charges (if applicable);
- the subscription fee for the basic service or the flat-rate amount;
- additional charges for options and/or services with a surcharge;
- the total cost of domestic calls;
- the itemized cost of calls and/or international calls (excluding SMSes, MMSes and services provided by third parties).

The Customer may opt for a more summarized or more detailed type of bill provided that he requests this in writing. The Customer cannot, however, obtain an itemized bill for text or digital messages (images, symbols, etc.) sent from his mobile communication device.

Where applicable, the detailed cost for using the information service via SMS will be indicated on the bill in the form of a fixed monthly amount, in the number of SMSes, or in the number of times a service was consulted. A single copy of the bill is sent to the Customer every month. The first bill following the activation of the Proximus service may be sent between two normal billing dates.

3.2. Any complaints relating to the amounts billed for communications, subscription fees or paying options must be lodged within two months of the date on which the bill was issued. Beyond that time frame, the Customer shall accept the bill in respect of the items billed and the billing amount.

3.3. The lodging of a complaint does not the exempt the Customer from his obligations to pay the non-contested amount. If the Customer disputes a bill, he can obtain an itemized bill on request, free of charge.

3.4. In his relationship with Proximus, the Customer acknowledges the validity and probative force of the bills and any other documents used to establish them.

ARTICLE 4: TERMS OF PAYMENT

4.1. The amounts billed by Proximus are payable within the time frame mentioned on the bill. Payment is made at Brussels to the account number specified by Proximus with an indication of the references included in the bill. Proximus is under no obligation to accept cash payments.

4.2. Any Customer claiming not to have received his bill is required to pay the amount that Proximus points out to him. The Customer is provided with a duplicate copy of the bill on request. The Customer may be billed administrative charges in case of repeated requests for duplicate copies.

4.3. In case of late payment, Proximus reserves the right to charge a compensatory amount corresponding to 15% of the total sum due with a minimum of €60. This compensation will be used to cover the payment recovery costs.

If a line is reactivated following a service suspension carried out in accordance with Article 11, Proximus reserves the right to also bill for line reactivation charges.

4.4. If a Customer makes a partial payment and this payment does not correspond in full to the amount outstanding for the use of the Proximus service or the M-commerce documents, Proximus reserves the right to attribute this payment at random to the amounts still due.

4.5. In case of non-payment, Proximus shall send a reminder by any suitable means to the defaulting Customer or to the third-party payer designated by the Customer.

Reminders incur fixed administrative charges.

The expiry of the due date for payment indicated in the reminder will serve as official notice to the Customer. Interest on arrears calculated at the legal interest rate are due per day of late payment on the total uncontested amount of the bill in case of non-payment of the bill by the due date.

If Proximus entrusts the recovery of the debt to a third party, the Customer will be billed for this. By the same token, if the Customer, a person using his subscription exclusively for non-professional purposes, has a debt claim against Proximus , the Customer shall be entitled to the same amount should Proximus remain in default of reimbursement following the Customer's request for reimbursement.

The first reminder interrupts the prescribed payment deadline.

4.6 . Where Proximus offers a cash collecting service, (i.e. a service which allows the Customer to pay via his Proximus bill for products/services distributed by third parties, notably via numbers with a surcharge (such as 0900, etc.), the purchase or service Contract is directly concluded between the Customer and the third party. Proximus 's role is limited to collecting payment in the name and on behalf of these third parties or any other body designated by said third parties. Proximus is not responsible for the proper execution of the purchase or service Contract as such. In case of a complaint, the Customer must directly contact the third party. The amount related to this purchase or service, VAT included, will appear separately on the Proximus bill in the form of a statement, which is not valid as a bill in the fiscal sense. If the Customer wants a bill for this purchase or service, he must contact the third-party in advance.

ARTICLE 5: TRANSFER OF THE AGREEMENT

The Customer may only transfer his rights and obligations under the agreement on condition that he complies with the formalities required by Proximus, the latter gives its consent and the Customer accepts the financial terms that apply to such a transfer. Proximus has the right to transfer all or part of its rights and obligations under the agreement to a third party, without the Customer's consent.

ARTICLE 6: SUSPENSION AND TERMINATION

Suspension or termination also applies to any optional services relating to the connection in question.

6.1 Suspension and termination by Proximus

6.1.1. Suspension

Proximus may suspend the Proximus service in full or in part, without prior notice, if the Customer does not meet his obligations vis-à-vis Proximus , fails to comply with the terms and conditions of use or if Proximus deems the number of units used to be abnormally high. Proximus can also suspend the Proximus service in full or in part, without prior notice, if the Customer does not or no longer meets all the conditions cited in Article 1.3, or if the Customer has provided erroneous or incomplete information to Proximus in his request or during the performance of the Contract. The deactivation and reactivation charges are payable by the Customer.

The suspension takes place without the Customer being entitled to claim any form of compensation. The suspension ends once the Customer complies with his obligations again or has been registered as doing so with Proximus. Even if the service is suspended the Customer is required to comply with his obligations under the agreement.

6.1.2. Termination

If the Customer fails to comply with his obligations within the 15-day suspension period, Proximus may terminate the contract ipso jure by serving at least 15 calendar days' notice. This termination takes place without the Customer being entitled to claim any form of compensation and without prejudice to the payment of amounts that the Customer still owes, such as the subscription fees and/or fixed amounts which remain payable in case of a fixed-term contract.

The agreement automatically ends in case the Customer, legal person or de facto association goes bankrupt.

6.2. Suspension and termination by the Customer

6.2.1 Suspension

The Customer may, at any time, suspend his subscription for a fixed term. This suspension will not incur a reduction in the subscription fee

and/or the fixed amount he is required to pay during the period that the line is out of service.

6.2.2. Termination

6.2.2.1. The Customer can terminate his open-ended or fixed-term contract at any time in writing, without having to state the underlying reasons, notwithstanding the conditions laid down in article 6.2.2.2. Proximus sends a written confirmation of the cancellation date, taking into account the technical specificities.

6.2.2.2. Penalties in case of premature termination of a fixed-term contract:

- As for the consumer Customers who terminate their contract in the first six months, Proximus reserves the right to demand a compensation equivalent to the total monthly subscription fees still due until the contract's first six months expiry date. This compensation is not subject to VAT.

- As for business (non-consumer) Customers who terminate their contract prematurely, Proximus reserves the right to claim a compensation equivalent to the monthly fees that would have been due in case of execution of the Contract until the end of the current contract period. Moreover, Proximus reserves the right to claim an additional compensation from the business Customers (non-consumer Customers) equivalent to 50 % of the average monthly amount of the communications charged during the latest 3 months (invoices closed at the moment of cancellation), multiplied by the number of remaining months until the initial end date, as well as a fixed indemnity of € 50 per SIM card for the administrative costs due to the premature termination. However, in the cases specified by law (subscribers with max. 5 numbers), the rules for premature termination regarding consumer Customers are applicable to the concerned business customers.

- If the Customer (business or consumer) received, for free or at a reduced price, a product whose acquisition was linked to his/her subscription to a fixed-term Contract, he/she may be asked to pay additional compensation. This compensation will be equivalent to the remaining amount, according to the depreciation table, which is communicated to the customer at the time of the subscription of the contract, and which sets out the residual value of the terminal equipment for each month of the fixed-term Contract.

- In the event of the Customer's death, the penalties for premature termination shall not be due, if the rightful owners notify Proximus of the death by any written means, accompanied with a certificate.